PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

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APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER (AMENDED)

Date: December 15, 2014

CLASS C – TRANSPORTATION NETWORK COMPANY

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann. §§ 58-23-10, et seq. (1976), and amendments thereto.

INTRODUCTION

1. Operational Overview

Rasier, LLC ("Rasier"), a wholly owned subsidiary of Uber Technologies, Inc. ("Uber") and a foreign limited liability company authorized to transact business in South Carolina, seeks to be licensed in South Carolina as a Class C "Transportation Network Company" ("TNC"). As a TNC, proposes to contract with individuals ("TNC Partners") who will use their personal, non-commercially licensed vehicles to provide passenger transportation services in South Carolina for a fee. Specifically, TNC Partners will not solicit or accept street hails; rather, they will connect with prospective passengers via Uber's digital platforms ("TNC Platform") which are licensed to Rasier. Passengers will access a TNC Platform through their smartphone, tablet, or other mobile device to request transportation services and connect with available TNC Partners. At the time the passenger submits a request for transportation services, the TNC Platform will disclose the applicable transportation rates being charged, and the option for an estimated fare to the passenger before booking the ride. Once the passenger elects to book the transportation services, the passenger receives a photograph of the TNC Partner, the vehicle type, the TNC Partner vehicle's current location, and an estimated time of arrival. The TNC Partner then will transport the passenger to the requested destination. Upon completion of the trip, an electronic receipt will be transmitted to the passenger's email address or app documenting the details of the trip.

In South Carolina, the transportation services available under the TNC Platform will include (1) the UberX service, which allows riders to request and receive rides from lower cost vehicles privately owned by TNC Partners; and (2) in some areas, the UberXL service, which allows riders to request and receive rides from larger SUV vehicles. Depending on supply and demand, availability of these services will expand to different communities within the state and additional alternative transportation services may be offered in the future.

2. Promptness of Service

The TNC Platforms automatically contact the vehicle closest to the rider's location and ensure that a TNC Partner's vehicle can be at the pickup location very quickly. Rasier also utilizes advanced analytical models to ensure that TNC Partners are available during high traffic times and in high traffic areas, thereby

increasing the number of TNC Partners available for public use. As a result, the wait time for vehicles requested through a TNC platform is typically five minutes. This fast response time also assists South Carolina residents who rely on for-hire transportation in emergency situations with obtaining the help they need in a timely manner. This availability, accessibility, and affordability of Rasier's services also helps to reduce drunk driving and alcohol related crashes.

3. Safety

Given the nature of its services and the requirements of its TNC Partners, and by employing state of the art technology, Rasier will provide a high level of safety, access, and responsiveness. A passenger who uses a TNC Platform on his or her smartphone is able to track the progress of the driver as he or she approaches the pickup spot, view a photograph of the driver before he or she arrives, and ascertain the license plate number of the vehicle before it arrives, ensuring that the passenger gets into the correct TNC Partner vehicle. Once the passenger has been picked up, the progress of the TNC Partner vehicle can then be tracked via GPS so that the location of the passenger is always known.

Because passengers can only pay for Rasier's service via a credit card account that has been prearranged and linked to their Uber accounts, passengers and drivers have no need to carry cash or a credit card with them during trips. This cashless experience substantially reduces the likelihood of crimes like robbery and assault. Moreover, the TNC Platforms include a driver rating system whereby after every trip passengers can rate the driver on a variety of categories, including safety. A driver whose service is deemed unsatisfactory as a result of these responses, after investigation, is no longer permitted to access the TNC platforms. Finally, Rasier's technology ensures that passengers and Rasier Partners are not able to access each other's contact information, which substantially minimizes the risk of a passenger or driver attempting to communicate with each other in an inappropriate manner after the trip ends.

4. Background Checks

Rasier conducts a rigorous background check of prospective TNC Partner before allowing any potential TNC Partner access to a TNC platform. As part of this process, each prospective TNC partner is screened for crimes committed at the county, state, and federal level. Rasier also reviews each prospective TNC Partner's driving record and disqualifies any individual who has committed three moving violations within the last three years or one serious driving offense, such as driving under the influence, within the last three years. Rasier's background check and screening process are more stringent than the contract passenger carrier background checks and screening processes required by most jurisdictions across the country, including South Carolina. In addition, Rasier has a zero tolerance policy with regard to any use of drugs or alcohol by a TNC Partner. Should a passenger complain of the use of such substances by a TNC Partner, Rasier immediately suspends the driver pending a thorough investigation of the allegations.

5. Insurance

TNC Partners carry commercial insurance coverage that ensures passengers are protected in the event of an accident. As further explained in Exhibit B to the Application, from the time a TNC Partner logs onto the app, he or she has up to \$100,000 of coverage for bodily injury to a passenger. This coverage increases to \$1,000,000 once a TNC Partner accepts a trip request. This level of insurance coverage far exceeds the minimum coverage requirements for contract passenger carriers in South Carolina.

6. Conclusion

Rasier respectfully requests that the Commission afford this matter expedited treatment and consider the instant Application at the next scheduled Commission meeting. Rasier further requests that the Commission consider this matter without a hearing, approve the Application and the waivers requested herein, and authorize ORS to issue Rasier a Class C- Transportation Network Carrier certificate.

| Rasier, LLC | | |
|---|--|--|
| 1455 Market Street, 4th Floor | San Francisco, California | 94103 |
| | Street Address of Applicant | |
| Same | | |
| Mailing Ad | dress of Applicant (if different from street add | ress) |
| 415-952-7096 | 415-358-4125 | |
| Phone | | Fax |
| legal@uber.com | | |
| 108416041.0011 | | |
| If the Applicant is an LLC or a corpora | Email Address ation, a copy of the Certificate of Existence | from the South Carolina |
| If the Applicant is an LLC or a corpora Secretary of State and the Articles of In Carolina Secretary of State "Foreign Co | ation, a copy of the Certificate of Existence accorporation must be attached. (If incorporation must be attached.) | from the South Carolina ated outside of SC, attach So |
| If the Applicant is an LLC or a corpora Secretary of State and the Articles of Ir | ation, a copy of the Certificate of Existence accorporation must be attached. (If incorporation must be attached.) | from the South Carolina ated outside of SC, attach So |
| If the Applicant is an LLC or a corpora Secretary of State and the Articles of In Carolina Secretary of State "Foreign Constitution of State attached Exhibit A | ation, a copy of the Certificate of Existence accorporation must be attached. (If incorporation must be attached.) | from the South Carolina ated outside of SC, attach So |
| If the Applicant is an LLC or a corpora Secretary of State and the Articles of In Carolina Secretary of State "Foreign Co | ation, a copy of the Certificate of Existence accorporation must be attached. (If incorporation" Certificate.) | from the South Carolina ated outside of SC, attach So |
| If the Applicant is an LLC or a corpora Secretary of State and the Articles of It Carolina Secretary of State "Foreign Constitution See attached Exhibit A Select Entity Type: (Check one) Individual Owner/Sole Proprietors | ation, a copy of the Certificate of Existence accorporation must be attached. (If incorporation" Certificate.) | ated outside of SC, attach So |
| If the Applicant is an LLC or a corpora Secretary of State and the Articles of It Carolina Secretary of State "Foreign Constitution See attached Exhibit A Select Entity Type: (Check one) Individual Owner/Sole Proprietors | ation, a copy of the Certificate of Existence accorporation must be attached. (If incorporation Certificate.) Ship resses of all person having an interest in the | ated outside of SC, attach So |

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Rasier has the financial capacity to support its expansion into South Carolina and is committed to making the necessary investment to make its South Carolina operations a going concern. Rasier considers its Balance Sheet to be confidential, proprietary, and competitively sensitive and provides the below projected Profit and Loss statement for its South Carolina operations for the period September 2014 through August 2015. To the extent the Commission's regulations require further information in this regard, Rasier respectfully requests that such requirements be waived.

| Operating Revenue | 108,836 |
|-------------------------------------|------------------|
| Legal General Office Expense | 21,274 74,540 |
| Advertising Expense (and Marketing) | 36,894 |
| Materials and Supplies Expense | 4,059 |
| Total Operating Expense | 136,767 |
| Net Gain (Loss) | (27,931) |

BALANCE SHEET

Balance at Time Application is Filed:

Month September Year 2014

Assets:

| Cash | \$1 |
|-------------------------------|-----|
| Receivables | \$0 |
| Real Estate | \$0 |
| Buildings and Equipment (Net) | \$0 |
| Motor Vehicles (Net) | \$0 |
| Garage Equipment (Net) | \$0 |
| Machinery and Tools (Net) | \$0 |
| Supplies on Hand | \$0 |
| Prepaids and Other Assets | \$0 |
| Total Assets* | \$1 |
| | |
| Liabilities and Equity: | |
| Accounts Payable | \$0 |
| Notes Payable | \$0 |
| Mortgages Payable | \$0 |
| Equipment Obligations | \$0 |
| Accrued Salaries and Wages | \$0 |
| Other Accrued Obligations | \$0 |
| Other Liabilities | \$1 |
| Total Liabilities | \$1 |
| | |
| Capital Stock | \$1 |
| Retained Earnings | \$0 |
| Total Equity | \$1 |
| Total Liabilities and Equity* | \$1 |

^{*} Total Assets = Total Liabilities and Equity Page 4 of 15

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Rates will be calculated on the basis of the distance and time between the points of origination and the destination and include a minimum base fare. Currently, Rasier's rates for the UberX service are: \$1.95 for the base fare; \$0.20 per minute + \$1.75 per mile; \$4 minimum fare. Rasier's rates for the UberXL service are: \$3.50 for the base fare; \$0.25 per minute + \$2.75 per mile; \$7 minimum fare. For both services, there is a \$1 safe rides fee for all trips and a \$5 cancellation fee applied as necessary.

Flat fees will be charged for trips to specific destinations, such as the airport.

Rates may increase or decrease in real time for the purpose of balancing supply and demand, such as for promotional offerings, special events, or holidays. The maximum possible increase that would be applied under these circumstances would be fifteen (15) times the standard rates.

In all situations, the prospective customer will be advised of the applicable rates being charged and will have the option of receiving an estimated fare before booking the ride. Upon completion of a trip, Rasier will transmit an electronic receipt to the passenger documenting the details of the trip.

Cancellation fees and cleaning fees will be applied as necessary, with advance notice to the customer.

Requested Scope of Authority: Check all counties in which you are requesting permission to operate. You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

| Abbeville | Cherokee | Florence | Lee | Saluda |
|------------|--------------|------------|------------|--------------|
| Aiken | Chester | Georgetown | Lexington | Spartanburg |
| Allendale | Chesterfield | Greenville | Marion | Sumter |
| Anderson | Clarendon | Greenwood | Marlboro | Union |
| Bamberg | Colleton | Hampton | McCormick | Williamsburg |
| Barnwell | Darlington | Horry | Newberry | York |
| Beaufort | Dillon | Jasper | Oconee | |
| Berkeley | Dorchester | Kershaw | Orangeburg | Statewide |
| Calhoun | Edgefield | Lancaster | Pickens | |
| Charleston | Fairfield | Laurens | Richland | |

DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

<u>Maximum Number of Passengers Vehicle is Equipped to Carry:</u> (The number of passengers a vehicle is equipped to carry is based on the number of <u>seatbelts</u> in the vehicle, including the driver's seatbelt.)

| 1-7 Passengers, including driver |
|-----------------------------------|
| 8-15 Passengers, including driver |

Rasier proposes to operate as a transportation network company ("TNC") that contracts with individuals who provide transportation services in South Carolina ("TNC Partner") requested through a TNC digital platform ("TNC Platform"). The TNC Platform connects passengers to TNC Partners who will use their personal, non-commercially licensed vehicles for the purpose of providing transportation services. However, Rasier will ensure that TNC Partners only use vehicles with a maximum seating capacity of seven persons, including the driver. Additionally, Rasier will require TNC Partners to use 4 door passenger vehicles, no more than ten (10) model years old, that seat at least five (5) adults including the driver.

Rasier does not propose to provide Class C Taxi or Charter Carrier services. Consistent with 10 S.C. Code Ann. Reg. 103-133(7), however, Rasier will require vehicles operated by TNC Partners to undergo and pass a comprehensive safety inspection before the vehicle provides transportation network services and thereafter on an annual basis. Attached as Exhibit C is Rasier's Annual Vehicle Inspection report that identifies the items to be inspected on each vehicle. Due to the competitive nature of its proposed operations, Rasier asserts that any documents reflecting vehicle-specific information of its TNC Partners are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order permitting Rasier to comply with the production, reporting, and registration requirements of 10 S.C. Code Ann. Regs. 103-133(7) and 103-151 by maintaining the vehicle inspection reports and making those records available for ORS review at Rasier's local office or as ORS and Rasier may otherwise agree. Rasier further requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partner vehicles. If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

Rasier anticipates that it will have over 20 vehicles used by TNC Partners to provide transportation services in South Carolina and agrees to provide ORS with a notarized affirmation from an authorized Rasier representative every six (6) months attesting that at least this number of vehicles are in operation. Accordingly, Rasier submits that it will be exempt from any requirements to pay license decal fees pursuant to S.C. Code Ann. § 58-23-560.

| MAKE WEIGHT | YEAR & MODEL | VIN# | EMPTY |
|----------------|--------------|------|-------|
| | | | |
| | | | |

INSURANCE QUOTE

This form MUST BE COMPLETED AND SIGNED by an AUTHORIZED INSURANCE COMPANY REPRESENTATIVE. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

PLEASE SEE THE DOCUMENTS ATTACHED AS EXHIBIT B.

| The following insurance quote is | s for: | | |
|---|---|---|--|
| | Name of A | pplicant | |
| | Address of A | Applicant | |
| Amount of Premium: Liability Insurance \$ The above quoted premium is for Minimum Limits - Intrastate (| | Limits Quoted: (See Below) Limits months. | |
| 1-7 Passengers* 8-15 Passengers* | \$25,000/50,000/25,000 \$25,000/100,000/25,000 | including the driver's seathelt | |
| | Name of Insurar | nce Company | |
| | Home Office Addr | ess of Company | |
| | limits prescribed. The insu | s relating to insurance requirements and the above quote trance company making this quote is authorized by the outh Carolina. | |
| Date | Authorized Ins | surance Company Representative's Signature | |

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)

| | Rasier, LLC |
|----|---|
| | Name of Applicant |
| 1. | re there currently any outstanding judgments against the Applicant? Yes No |
| | f Yes, indicate nature of judgment(s) against applicant. |
| 2. | Applicant familiar with all statutes and regulations, including safety regulations and governing for-hire motor urrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and gulations? |
| | ● Yes ○No |
| | Rasier has been provided with the statutes and regulations set forth by the South Carolina PSC for Class C Motor Vehicle Carriers and will comply with these statutes and regulations. |
| 3. | Applicant aware of the Commission's insurance requirements and the insurance premium costs associated erewith? |
| | ● Yes ○ No |
| | |

Exhibit on Driver Qualifications

| 1. Appli | . Applicant understands that all drivers must be a minimum of 18 years of age. | | |
|----------|--|---|----|
| • | Yes | 0 | No |

Rasier will require its TNC Partners to be at least 21 years of age.

2. Applicant understands that a certified copy of the driver's three (3) year driving record issued by the SC DMV and such record from the DMV of the state in which the driver is or has been domiciled for such period must be maintained in the Applicant's business office.

| Yes | 0 | No |
|-----|---|----|
| | | |

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review a driving history research report (motor vehicle records search) from the state of South Carolina, including records maintained by the South Carolina Department of Motor Vehicles, or the state of licensure for such individual. Reported information will include any disciplinary actions, issue date, expiration date, status, and restrictions. Rasier will disqualify any applicant whose driving record check reveals that, within the three-year period prior to such check, they have been convicted of or pleaded guilty to more than three moving violations.

Rasier will maintain up to date copies of the following documents and information for all TNC Partners who operate in South Carolina:

- 1. The driving history research report;
- 2. Proof that each TNC Partner maintains a personal automobile liability insurance policy that meets the minimum state requirements*;
- 3. Each TNC Partner's driver's license:
- 4. Each TNC Partner's social security number;
- 5. Each TNC Partner's vehicle's registration card; and
- 6. Proof of inspections.

Due to the competitive nature of its proposed operations, Rasier asserts that any documents reflecting the identity of its drivers are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order permitting Rasier to comply with the production, reporting, and registration requirements of 10 S.C. Code Ann. Regs. 103-133(7) and 103-151 by maintaining those records and making those records available for ORS review at Rasier's local offices or as ORS and Rasier may otherwise agree. Rasier further requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partners. If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

*As further explained in Exhibit B, the insurance policy issued by James River Insurance Company ("James River") will provide primary coverage from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle.

| | | | | | offense that would prevent their operation as a Class C Motor or the Commission's regulations. |
|---|---|--|--|---|---|
| | any TNC Pa website as v matched and during the co influence of Partner's acc | ortner. Rasivell as the plant of the drugs or alcess to its | er or an procedu the pase ride. Use Incorporate the process of the | affiliate res to re senger re Jpon rece uring the atform p | ro tolerance policy on the use of drugs or alcohol applicable to ed entity will provide notice of the zero tolerance policy on its sport a complaint about a driver with whom the passenger was easonably suspects was under the influence of drugs or alcohol cipt of a passenger complaint that a TNC Partner was under the e course of a ride, Rasier will immediately deactivate the TNC pending an investigation of the allegations. The TNC Partner's form will last for the duration of the investigation. |
| | | on when op | erating | _ | erating a vehicle under a Class C Certificate must have in e, a valid driver's license issued by the SC DMV or the current |
| • | Yes | | 0 | No | |
| | possesses a current persipurisdiction the software passengers to | valid driver sonal autor where the v e application o view on t | r's licen nobile vehicle on used heir sma | se, socia liability is registe l by Ra art phone | as a TNC Partner, Rasier will determine that each TNC Partner al security number, and proof of vehicle registration; maintains insurance that meets minimum standards set forth in the ered; and is at least twenty-one (21) years of age. In addition, asier to connect TNC Partners and passengers will permit e, tablet, or other mobile device before the passenger enters the of the TNC Partner and the TNC Partner Vehicle's license plate |
| | vehicles to dr | ivers who a | re regist | tered, or | rtificate holders are prohibited from employing or leasing required to be registered, as sex offenders with the South vision or any national registry of sex offenders. |
| | Yes | | 0 | No | |
| | Carolina's S Website. Ra registration | ex Offende sier will di with the Se | r Regist squalify x Offen | try and the a drive | act as a TNC Partner, Rasier will obtain and review South the U.S. Department of Justice's National Sex Offenders Public or during any period in which he or she is a person for whom istry is required pursuant to South Carolina law or on the U.S. ffenders Public Website. Page 10 of 15 |

3. Applicant understands that a criminal history background check from the state where the driver

Prior to permitting an individual to act as a TNC Partner, Rasier will obtain and review a criminal history research report for such person using the Multi-State/Juris Criminal Records Locator or other similar commercial nationwide database with validation (primary source search). This search includes Information from various jurisdictions including county court records, state repositories, Department of Corrections, Department of Public Safety, Traffic Court and proprietary offender data. In addition, Rasier will disqualify any applicant whose criminal history record check reveals that they have been

currently lives must be maintained in the Applicant's business office.

Yes

REGULATORY COMPLIANCE/WAIVERS

Based upon the nature of services to be provided by Rasier and its TNC Partners, Rasier respectfully requests that the Commission issue an order authorizing Rasier to comply with or waiving compliance with certain of the Commission's regulations as follows:

1. 10 S.C. Code Ann. Reg. 103-133(7)(B)(8) - Receipt.

The TNC Platform provides each passenger with an electronic receipt at the conclusion of each trip. Rasier therefore requests that the Commission find that the provision of an electronic receipt through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(8).

2. 10 S.C. Code Ann. Reg. 103-133(7)(B)(10) – Identification Badges.

The TNC Platform provides each passenger with information regarding the TNC Partner and TNC Partner Vehicle. Rasier, therefore requests that the Commission find that furnishing information regarding a TNC Partner and TNC Partner vehicle through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(10).

3. 10 S.C. Code Ann. Reg. 103-133(7)(B)(12) – Manifests.

The TNC Platform maintains a record of the time at which the TNC Partner logs into the TNC Platform and begins providing services, the time and place of commencement, the number of passengers transported, the name and place of delivery of the passengers, and the amount of the fare charged. Rasier therefore requests that the Commission find that the maintenance of these records through the TNC Platform complies with the requirements of 10 S.C. Code Ann. Reg. 103-133(7)(B)(12).

- 4. 10 S.C. Code Ann. Reg. 103-133(7) Provision of Information to ORS;
 - 10 S.C. Code Ann. Reg. 103-150(1)(a)(1) Registering Motor Vehicles with ORS;
 - 10 S.C. Code Ann. Reg. 103-151 Registration of Motor Vehicles;

As set forth in the Application, Rasier asserts that, due to the competitive nature of its proposed operations, any documents reflecting vehicle-specific information of its TNC Partners are confidential, proprietary, and competitively sensitive information. Accordingly, Rasier respectfully requests that the Commission issue an Order waiving the requirements of 10 S.C. Code Ann. Regs. 103-133(7), 103-150, and 103-151 to the extent these regulations require Rasier to provide to ORS information that may identify TNC Partners or TNC Partner vehicles. Instead, Rasier requests that the Commission allow Rasier to maintain driving records, vehicle inspection reports, and other similar competitively sensitive information and make those records available for ORS review at its offices.

5. Inspection of Vehicles.

Rasier will require vehicles operated by TNC Partners to undergo and pass a comprehensive safety inspection before the vehicle provides transportation network services and thereafter on an annual basis. Pursuant to Commission Regulations, ORS routinely performs, but is not required to conduct, an initial inspection of vehicles used to provide Class C motor carrier services. Because Rasier will require an inspection of its vehicles before they enter service, Rasier respectfully requests that the Commission waive any regulation requiring Rasier or a TNC Partner to submit to an initial ORS inspection of TNC Partner vehicles. Rather, Rasier will maintain the vehicle inspection records and make the same available to ORS following the procedures set forth in paragraph 4 above.

10 S.C. Code Ann. Reg. 103-153 – Marking or Identification of Vehicles;
 10 S.C. Code Ann. Reg. 103-154 – License Decals and Vehicle Permit Cards.

Because TNC Partners operate privately owned vehicles, Rasier requests that the Commission waive the application of 10 S.C. Code Ann. Reg. 103-153 requiring motor carriers to display the name, place of principal office, and Commission identification number on the vehicle. Requiring Rasier and TNC Partners to comply with this regulation would unreasonably encumber TNC Partners and would create significant difficulty, thereby reducing the number of individuals willing to provide service as TNC Partners. Pursuant to its Trade Dress requirements and in order to clearly identify a vehicle as a TNC Partner Vehicle., Rasier will require TNC Partners to display a sign, emblem, or marking inside the windshield area or other conspicuous location that identifies a vehicle as providing TNC services under the brand name "Uber" when the TNC Partner is providing TNC services. Rasier will submit the proposed Trade Dress to ORS for approval and will require this Trade Dress to be consistently and uniformly displayed on all of the TNC Partner vehicles.

Rasier also anticipates that it will have over 20 vehicles used by TNC Partners to provide transportation services in South Carolina and agrees to provide ORS with a notarized affirmation from an authorized Rasier representative every six (6) months attesting that at least this number of vehicles are in operation. Accordingly, Rasier submits that it will be exempt from any requirements to pay license decal fees pursuant to S.C. Code Ann. § 58-23-560. To the extent that 10 S.C. Code Ann. Reg. 103-154 requires otherwise, Rasier respectfully requests a waiver of the same.

7. 10 S.C. Code Ann. Reg. 103-171 – Filing Evidence of Insurance.

Form E requires an insurer to certify that the coverage it has issued "provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State." One of those obligations, is that the issuing carrier be "authorized to do business" in South Carolina. A minor change to the Form E that denotes that James River is certifying that the coverage issued meets the "financial amounts" vs. "obligations" imposed by law, will allow James River to issue a Form E as a surplus lines carrier. Rasier submits that the modified Form E attached as Exhibit B-3 to the application demonstrates the requisite evidence of bodily injury and property damage required by the Commission regulations. Rasier therefore requests that the Commission waive the requirements of 10 S.C. Code Ann. Reg. 103-171 and find that filing the revised Form E meets the insurance evidence requirements.

OTHER ITEMS

Rasier will recruit TNC Partners via the Uber website, physical or virtual marketing, in-person events, and referrals from other TNC Partners.

Rasier will advise TNC Partners to consult with appropriate professionals and authorities regarding the possible financial and contractual consequences of operating as a TNC Partner, including consequences for personal income tax and tangible personal property tax liabilities, personal insurance coverage of the TNC Partner vehicle, and financing agreements with TNC Partner vehicle lienholders.

Rasier will require TNC Partners to accept only rides booked through a TNC Platform and not to solicit or accept street-hails.

Rasier will require each TNC Partner to carry at all times in the TNC Partner vehicle proof of both the TNC Partner's personal insurance and the insurance policies issued by James River Insurance Company, as described in Exhibit B.

TNC Partners will be required to immediately inform Rasier of:

- 1. Any change in the TNC Partner's driver's license status, motor vehicle registration, or motor vehicle insurance; and
- 2. Any arrest or charge for a crime or driving offense that would disqualify an individual from operating as a TNC Partner.

Rasier will require TNC Partners to access and operate smartphones, tablets, and other mobile devices in a manner consistent with South Carolina law and highway safety.

While engaged in providing transportation services, each TNC Partner vehicle will be required to display a marking, in a form approved by ORS and visible from outside the vehicle, identifying it as a vehicle operated under a TNC Platform.

If a person files a complaint with the Commission or the Office of Regulatory Staff against Rasier, one of its TNC Partners, or the operator of a vehicle providing services under Rasier's TNC Platform, Rasier will provide, upon request and reasonable notice, such records as are reasonably necessary to investigate and resolve that specific complaint.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA POST OFFICE DRAWER 11649 COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. § 58-23-10, et seq. (1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e- mail address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc.gov to create a My DMS account.
- The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

| _ | Applicant's Signature |
|-----------------------------|--|
| _ | Title of Applicant (e.g. President, Owner, etc.) |
| STATE OF | |
| COUNTY OF) | |
| SWORN TO BEFORE ME This, 20 | |
| , 20 | |
| Notary Public | |
| Commission Evnires | |

EXHIBIT A

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

RASIER, LLC, A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on August 29th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 29th day of August, 2014.

Mark Hammond, Secretary of State



EXHIBIT B

INSURANCE COVERAGE

Rasier will maintain on each TNC Partner's behalf, or verify that each TNC Partner maintains, a liability insurance policy or policies that:

- 1. Provides primary coverage of at least \$1,000,000 per accident for accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle;
- 2. Provides uninsured/underinsured motorist coverage of at least \$1,000,000 per accident for bodily injury resulting from accidents involving a TNC Partner from the time the TNC Partner accepts a trip request until the passenger exits the TNC Partner's vehicle; and
- 3. During the time that a TNC Partner is logged into a TNC Platform, but the TNC Partner is not providing services, provides contingent liability coverage of at least \$50,000 per person and at least \$100,000 per accident, and at least \$25,000 for property damage per accident, in the event that a TNC Partner's personal insurance policy denies coverage under the terms of the TNC Partner's personal insurance.
- 4. Includes a clause that binds the insurance company to the provisions of the above paragraphs until such time as the insurer provides ORS with notice of cancellation or modification of the policy, which notice will be provided not later than 30 days prior to the effective date of cancellation or modification.

These limits of coverage well exceed the minimum limits of liability required by 10 S.C. Code Ann. Regs. 103-172.

In compliance with 10 S.C. Code Ann. Regs. 103-133(4), Rasier submits the Certificates of Liability attached as Exhibit B-1 as evidence that insurance policies providing the above-described level of coverage have been issued by James River Insurance Company ("James River"), an Eligible Surplus Lines Insurer under the regulations of the South Carolina Department of Insurance. The Certificates of Liability also require James River to provide thirty- (30-) days notice in the event the policy is cancelled or non-renewed.

As reflected in the attached documents available on SCDOI's website (available by visiting https://online.doi.sc.gov/Eng/Public/Static/DBSearch.aspx and searching for "James River Insurance Company" under "Search for Companies"), James River is an Eligible Surplus Lines Insurer in South Carolina.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| certificate holder in lieu of such endorsement(s). | | | | | | | |
|---|---|--|--|--|--|--|--|
| PRODUCER MARSH USA, INC. | CONTACT NAME: | | | | | | |
| 99 HIGH STREET | PHONE FAX (A/G, No, Ext): (A/G, No): | | | | | | |
| BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 | E-MAIL ADDRESS: | | | | | | |
| Aut. Doami.Consequestigmaisi.com Fax. 212-340-4317 | INSURER(S) AFFORDING COVERAGE NAIC # | | | | | | |
| 577522-AOS-AL-13-14 | INSURER A : James River Insurance Company 12203 | | | | | | |
| INSURED Resier, LLC, | INSURER B: | | | | | | |
| Rasier-CA, LLC, Rasier-DC, LLC | INSURER C: | | | | | | |
| 1455 Market Street, 4th Floor San Francisco, CA 94103 | INSURER D: | | | | | | |
| Call Haldood, On Stilly | INSURER E : | | | | | | |
| | INSURER F: | | | | | | |
| COVERAGES CERTIFICATE NUMBER: | NYC-006920931-05 REVISION NUMBER: 5 | | | | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
| INSR TYPE OF INSURANCE ADDITIONAL POLICY NUMBER | POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS | | | | | | |
| GENERAL LIABILITY | EACH OCCURRENCE \$ | | | | | | |
| COMMERCIAL GENERAL LIABILITY | DAMAGE TO RENTED PREMISES (Ea occurrence) S | | | | | | |
| CLAIMS-MADE OCCUR | MED EXP (Any one person) \$ | | | | | | |
| | PERSONAL & ADV INJURY S | | | | | | |
| | GENERAL AGGREGATE \$ | | | | | | |
| GEN'L AGGREGATE LIMIT APPLIES PER | PRODUCTS - COMP/OP AGG \$ | | | | | | |
| POLICY JECT LOC | S | | | | | | |
| A AUTOMOBILE LIABILITY CA43600143 | 12/21/2013 12/21/2014 COMBINED SINGLE LIMIT (Ea accident) s 1,000,000 | | | | | | |
| ANY AUTO ALL OWNED SCHEDULED | BODILY INJURY (Per person) \$ | | | | | | |
| AUTOS AUTOS | BODILY INJURY (Per accident) \$ | | | | | | |
| HIRED AUTOS X NON-DWNED AUTOS | PROPERTY DAMAGE (Fer accident) \$ | | | | | | |
| | Uninsured/Underinsured \$ 1,000,000 | | | | | | |
| UMBRELLA LIAB OCCUR | EACH OCCURRENCE \$ | | | | | | |
| EXCESS LIAB CLAIMS-MADE | AGGREGATE \$ | | | | | | |
| DED RETENTION \$ WORKERS COMPENSATION | \$ | | | | | | |
| AND EMPLOYERS' LIABILITY | WC STATU- TORY LIMITS ER | | | | | | |
| ANY PROPRIETOR/PARTNER/EXECUTIVE N N/A | E.L. EACH ACCIDENT \$ | | | | | | |
| (Mandatory in NH) If yes, describe under | E.L. DISEASE - EA EMPLOYEE \$ | | | | | | |
| DÉSCRIPTION OF OPERATIONS below | E.L. DISEASE - POLICY LIMIT \$ | | | | | | |
| | | | | | | | |
| | | | | | | | |
| DESCRIPTION OF OREDATIONS II COATONS INCLUSES IN AMOUNT ACCORD AND A MAIN - I D | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Attach ACORD 101, Additional Remarks Pursuant to policy terms and conditions: | Schedule, if more space is required; | | | | | | |
| a. "Named Operators" are drivers that have entered into a contract with a named insured (including Rasier | LC) prior to the time of an accident. | | | | | | |
| b. Covered autos are private passenger vehicles being used following the Named Operator's togged and re | corded acceptance in the Uber application to provide transportation services while the named operator is I) | | | | | | |
| en route to the pick up location of the requested transportation services, or traveling to the final destination | of the requested transportation services, including but not limited to, dropping-off of passengers. | | | | | | |
| | | | | | | | |
| | | | | | | | |
| CERTIFICATE HOLDER | CANOCILATION | | | | | | |
| CERTIFICATE ROLDER | CANCELLATION | | | | | | |
| South Carolina | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE | | | | | | |
| Office of Regulatory Staff 1401 Main Street, Sulte 900 | THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN | | | | | | |
| Columbia, SC 29201 | ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | |
| | AUTHORIZED REPRESENTATIVE of Marsh USA Inc. | | | | | | |
| ſ | Manashi Mukherjee Manaoni Mukherjee | | | | | | |
| | | | | | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number 55

| POLICY CHANGES EFFECTIVE | COMPANY | | |
|---|---|--|--|
| 8/28/2014 12:01 AM Standard Time at the address of the Named Insured | James River Insurance Company | | |
| NAMED INSURED | | | |
| Rasier LLC, Rasier-CA LLC, Rasier-DC LLC | | | |
| COVERAGE PARTS AFFECTED | | | |
| | | | |
| | EFFECTIVE 8/28/2014 12:01 AM Standard Time at the address of the Named Insured ier-DC LLC | | |

CHANGES

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 added by endorsement 39 is deleted and replaced with the following:

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 – South Carolina Office of Regulatory Staff

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Authorized Representative Signature

Ribal & Schools

CANCELLATION AND NON RENEWAL NOTICE TO THIRD PARTY

The following is added to the CANCELLATION AND NON-RENEWAL condition of this policy:

If we cancel or non-renew this policy, we will send written notice of cancellation or non-renewal to the person or organization shown in the Schedule below at the address shown below.

If the policy is being cancelled for non-payment of premium, the notice will be mailed at least 10 days before the effective date of the cancellation. If the policy is being cancelled for any other reason or non-renewed, the notice will be mailed at least 30 days before the effective date of the cancellation or non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

SCHEDULE

South Carolina Office of Regulatory Staff 1401 Main Street, Suite 900 Columbia, SC 29201

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

| tl | ne terms and conditions of the policy ertificate holder in lieu of such endor | , cer | tain p | policies may require an e | ndorse | ment. A sta | tement on th | is certificate does not confer | rights to the | |
|--|---|---------|---|---|---|----------------------------|---|---|--------------------|--|
| _ | DUCER | Semi | onius | · | CONYA NAME: | CY | | | | |
| MARSH USA, INC. 99 HIGH STREET | | | NAME: PHONE FAX LIA/C, No. Ext): (A/C, No): | | | | | | | |
| | BOSTON, MA 02110 | | | | E-MAIL | | | | | |
| Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 | | | ADDRESS: | | | | | | | |
| 577 | 522-AL-14-15 | | | | INSURER A . James River Insurance Company | | | | 12203 | |
| INSURED | | | INSURER B: | | | | 1.00 | | | |
| | Rasier, LLC, Rasier-CA, LLC, Rasier-DC, LLC | | | | | | | | | |
| | 1455 Market Street, 4th Floor | | | | INSURER C: | | | | | |
| | San Francisco, CA 94103 | | | | INSURER D: | | | | | |
| | | | | | INSURE | | | | | |
| co | VERAGES CER | TIFIC | CATI | E NUMBER: | | -006920940-07 | -10.53010.550 | REVISION NUMBER: 3 | | |
| T | HIS IS TO CERTIFY THAT THE POLICIES | OF | INSU | RANCE LISTED BELOW HA | VE BEE | N ISSUED TO | THE INSURE | D NAMED ABOVE FOR THE PO | LICY PERIOD | |
| l IN | IDICATED. NOTWITHSTANDING ANY RI | EQUIF | REME | NT. TERM OR CONDITION | OF AN' | Y CONTRACT | OR OTHER I | DOCUMENT WITH RESPECT TO | WHICH THIS | |
| E | ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH | POLI | CIES. | LIMITS SHOWN MAY HAVE | BEEN I | REDUCED BY | PAID CLAIMS | . HEREIN IS SUBJECT TO ALL | THE TERMS, | |
| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | | LIMITS | | |
| | GENERAL LIABILITY | INDIX | NAD | TODOT NUMBER | - Mariano | [mmvQQr(111] | twing port () [| EACH OCCURRENCE S | | |
| | COMMERCIAL GENERAL LIABILITY | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | | |
| | CLAIMS-MADE OCCUR | | | | | | | MED EXP (Any one person) \$ | | |
| | | | | | | | | PERSONAL & ADV INJURY \$ | - | |
| | | | | | | | | GENERAL AGGREGATE \$ | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | PRODUCTS - COMP/OP AGG \$ | | |
| | POLICY PRO- | | | | | | | \$ | | |
| Α | AUTOMOBILE LIABILITY | | | CA43600179 | - 0 | 03/14/2014 | 03/14/2015 | COMBINED SINGLE LIMIT (Ea accident) S | | |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) \$ | 50,000 | |
| | ALL OWNED SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accident) \$ | 100,000 | |
| | HIRED AUTOS NON-OWNED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) \$ | 25,000 | |
| | X Pre-TripAccept | | | | | | | \$ | | |
| | UMBRELLA LIAB OCCUR | | | *************************************** | | | | EACH OCCURRENCE \$ | | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE \$ | | |
| | DED RETENTION\$ | | | | | | | s | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | 1015.00 | | | WC STATU- OTH- TORY LIMITS ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | | | | | E.L. EACH ACCIDENT \$ | | |
| | (Mandatory in NH) | 11/4 | | | | | | E L. DISEASE - EA EMPLOYEE \$ | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | | |
| | | | | | | | | | | |
| | | | | | | | | | 1 | |
| | | | | | | | | | | |
| | RIPTION OF OPERATIONS / LOCATIONS / VEHIC | ES (/ | \ttach | ACORD 101, Additional Remarks | Schedule | , If more space is | required) | | | |
| | ant to policy terms and conditions: Imed Operators" are drivers that have entered into a | vontrar | of saidth : | named incured (including Decise) | I C) prior | to the time of se o | sonidant | | | |
| | vered autos are and auto while the auto is being used | | | | | | | quests for transportation services from pa | ssenger(s) through | |
| the U | per application; and iii) has not accepted a requestfor | transp | ortation | services from passenger(s) throug | h the Ube | r application, and | is not en route to | the pick up such passenger(s), and is not | ransporting such | |
| passe | nger(s) to their destination. | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| CE | RTIFICATE HOLDER | | | | CANC | ELLATION | | | | |
| South Carolina | | | | | | | | | | |
| Office of Regulatory Staff | | | | | | | escribed policies be cancel Ereof, notice will be di | | | |
| 1401 Main Street, Suite 900 | | | | | | | Y PROVISIONS. | | | |
| Columbia, SC 29201 | | | | | | | | | | |
| | | | | | AUTHORIZED REPRESENTATIVE of Marsh USA Inc. | | | | | |
| | Œ | | | | Manas | hi Mukherjee | | Mariochi Mukeri | 3-ec | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number 16

| POLICY NUMBER | POLICY CHANGES EFFECTIVE | COMPANY | | |
|---------------------------------|---|-------------------------------|--|--|
| CA43600179 | 8/28/2014 12:01 AM Standard Time at the address of the Named Insured | James River Insurance Company | | |
| NAMED INSURED | AUTHORIZED REPRESENTATIVE | | | |
| Rasier LLC, Rasier-CA LLC, Rasi | Richard J. Schmitzer | | | |
| COVERAGE PARTS AFFECTED | | | | |
| ALL COVERAGE PARTS | | | | |

CHANGES

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 added by endorsement 9 is deleted and replaced with the following:

Cancellation and Non Renewal Notice to Third Party AP1015US 03-06 – South Carolina Office of Regulatory Staff

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Authorized Representative Signature

Zihal Schartz

CANCELLATION AND NON RENEWAL NOTICE TO THIRD PARTY

The following is added to the CANCELLATION AND NON-RENEWAL condition of this policy:

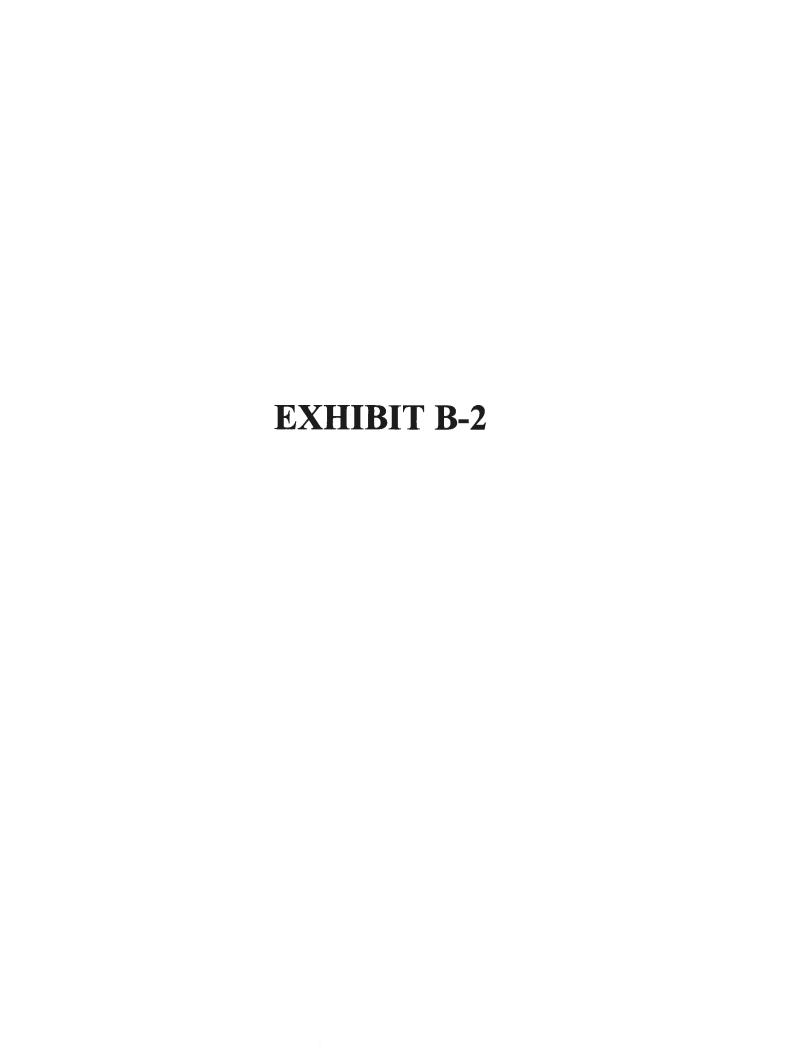
If we cancel or non-renew this policy, we will send written notice of cancellation or non-renewal to the person or organization shown in the Schedule below at the address shown below.

If the policy is being cancelled for non-payment of premium, the notice will be mailed at least 10 days before the effective date of the cancellation. If the policy is being cancelled for any other reason or non-renewed, the notice will be mailed at least 30 days before the effective date of the cancellation or non-renewal. If notice is mailed, proof of mailing will be sufficient proof of notice.

SCHEDULE

South Carolina Office of Regulatory Staff 1401 Main Street, Suite 900 Columbia, SC 29201

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Home | SCDOI Online Services | Search SCDOI Database | Contact Us

SC DOI Online Services

SCDOI Connect Login

| Your Search: Key | /word(s): Company | Name= james river |
|------------------|-------------------|-------------------|
| Datum to Coard | | • |

Results Found: 1

Results Shown: 1-1

Return to Search Criteria

SC Company Code?

Company Type?

Status? NAIC Code?

City, State?

Company Name? JAMES RIVER INSURANCE COMPANY 100910

Eligible Surplus Lines Insurer Active

12203

Columbus, OH

Return to Search Criteria

Contact Us Online Services

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Home | SCDOI Online Services | Search SCDOI Database | Contact Us

SCDOI Online Services

Company Demographics & License Information

SCDOI Connect Login

Company & License Information

? Company Name: JAMES RIVER INSURANCE COMPANY

? SC Company Code: 100910

? Statutory Home Office 52 East Gay Street

Address: Columbus OH43216-1008

? Mailing Address: POST OFFICE BOX 27648

Richmond, VA23261-7648

Company Links

View Licensed/View Closed Complaint Summary

View Licensed/ Appointed Producers

by City

View Lapse Appointed Producers

Contact Information

? Phone Number: 804-289-2700

? Toli Free Number:

? Fax Number: 804-289-2703

? Web Address:

Other Information

? NAIC Code: 12203

? FFIN Code:

? NAIC Group Number: 084

? Organization Type: Corporation

? Year Organized: 1987

? State of Domicile: OH

License Information

? Company Type: Eligible Surplus Lines Insurer

7 License Effective Date: 12/22/1988

? License Status: Active

? Number of Producers 0 - General

Appointed by Category: 2 - Local 0 - Special

0 - Travel Baggage

7 Unlimited Authorities: 22-Property, 23-Casualty, 25-Marine

Contact Us | Online Services

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Home | SCDOI Online Services | Search SCDOI Database | Contact Us

SCDOI Online Services

Company Closed Complaint Summary Information

SCDOI Connect Login

Company Name: JAMES RIVER INSURANCE COMPANY

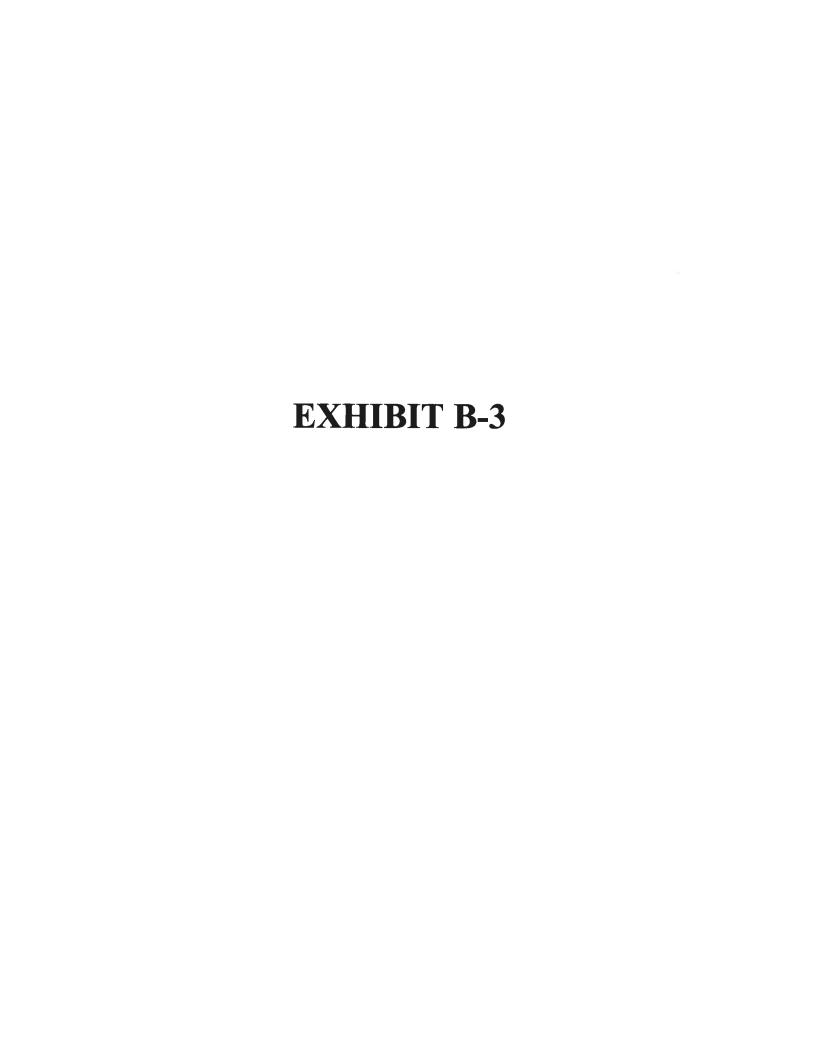
Company Code: 100910

? NAIC Code: 12203

There is no complaint information available for the selected company during the past three years.

Contact Us | Online Services

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Form E UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATION OF INSURANCE

| Filed with | (hereinafter called Department) |
|---|---|
| (Name of Department) | . , |
| This is to certify that the <u>James River Insurance C</u> (Name of Company) | Company |
| (hereinafter called Company) of6641 West Broad S (Home A | Street, Suite 300, Richmond, VA 23230 Address of Company) |
| has issued to Rasier, LLC (Name of Motor Ca | rrier) |
| of 1455 Market Street, 4 th Floor, San Francisco, CA 9- (Address of Motor (| |
| insurance effective from | attachment of the uniform motor ge liability insurance endorsement, tomobile bodily injury and property nancial amounts imposed upon such motor ier law of the State in which the |
| Whenever requested, the company agrees to original of said policy or policies. This certificate and the endorsement descriwithout cancellation of the policy to which may be effected by the company or the in in writing to the Department, such thirty run from the date notice is actually received in the office. | and all endorsements thereon. bed herein may not be cancelled h it is attached. Such cancellation sured giving thirty (30) days' notice (30) days' notice to commence to |
| Countersigned at(Address) | This day of 20 |
| Insurance Company File No. | (A.1) 10 D |
| (Policy No) | (Authorized Company Representative) |



ANNUAL VEHICLE INSPECTION

| INSPECTION POINT | PASS | FAIL | INSPECTION POINT | PASS | FAIL | |
|---|------|---------|--|-----------------|--------------|--|
| 1 Foot brakes | | | 9 Turn indicator lights | | | |
| Min. pad/shoe thickness per manufacture | er | -7 | 10 Stop Lights | | | |
| Right front Measuremen | ts | 777-6 | 11 Front seat adjustment | | | |
| Left front Measuremen | ts | | 12 Doors (open, close, lock) | | | |
| Right rear Measuremen | ts | | 13 Horn | | | |
| Left rear Measuremen | ts | | 14 Speedometer | | | |
| 2 Emergency brake (parking brake) | | | 15 Bumpers | | | |
| 3 Steering mechanism | | | 16 Muffler and exhaust system | | | |
| Ball joints | | a na | 17 Tires, incl. tread depth | | | |
| Tie rods | | | Right front [32nd's / In] | | | |
| Rack & pinion | | | Left front [32nd's / In] | Ąį. | | |
| Bushings | | | Right rear [32nd's / In] | | | |
| 4 Windshield | | | Left rear [32nd's / In] | | | |
| Large crack | | | 18 Interior and exterior rear view mirrors | | | |
| Small crack | | | 19 Safety belts for driver and passanger(s |) 🗆 | | |
| 5 Rear window and other glass | | | · | | | |
| 6 Windshield wipers | | | VEHICLE INSPECTION PASS | FAI | L | |
| 7 Headlights | | | (Please circle) Must pass all inspection points to pass vehicle | inspec | tion | |
| 8 Tail lights | | | <u> </u> | • | | |
| PARTNER NAME | | | EMAIL ADDRESS | | and the same | |
| PARTNER SIGNATURE | | | R PHONE NUMBER DAT | DATE | | |
| TO BE COMPLETED BY INSPECTOR | | | | | | |
| COMPANY | | | E MILEAGE | | | |
| LICENSE PLATE # | | | | | | |
| VEHICLE MAKE | | | E MODEL VEH | VEHICLE YEAR | | |
| ADDRESS | | | | | | |
| INSPECTOR NAME | | INSPECT | OR SIGNATURE INSP | INSPECTION DATE | | |